

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Assignment and Amendment of Conditional Utility Agreements for Water & Sewer Services for the project known as Savannah Park

DEPARTMENT: Environmental Services

DIVISION: Business Office

AUTHORIZED BY: John Cirello

CONTACT: Becky Noggle

EXT: 2143

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Assignment and Amendment of Conditional Utility Agreements for Water and Sewer Services for the project known as Savannah Park.

District 5 Brenda Carey

Bob Briggs

BACKGROUND:

On June 23, 2006 Conditional Utility Agreements for Water and Sewer service were entered into between Seminole County and K. Hovanian Cambridge Homes, LLC. reserving 55,305 gpd of water capacity and 49,500 gpd of sewer capacity. On June 15, 2007 K. Hovanian Cambridge Homes, LLC sold the property to Hearthstone Multi-Asset Entity C, L.P. The new owners have requested a change in Engineering Plans reducing the number of Townhomes being built, therefore, reducing the gpd for both water and sewer.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the "Assignment and Amendment of Conditional Utility Agreements for Water & Sewer Services" for the project known as Savannah Park.

ATTACHMENTS:

1. Agreement
2. Agreement
3. Co Atty Approval Letter


Additionally Reviewed By:

☒ County Attorney Review (Susan Dietrich)

ASSIGNMENT AND AMENDMENT OF
CONDITIONAL UTILITY AGREEMENT FOR WATER SERVICES

THIS ASSIGNMENT AND AMENDMENT is made and entered into this _____ day of _____, 20 07, by and between K. HOVNANIAN CAMBRIDGE HOMES, L.L.C., a Florida limited liability company, whose mailing address is 235 N. Westmonte Drive, Altamonte Springs, Florida 23714, hereinafter referred to as "DEVELOPER," and HEARTHSTONE MULTI-ASSET ENTITY C., L.P., a California limited partnership, whose mailing address is c/o Hearthstone, Inc., 16133 Ventura Boulevard, Suite 1400, Encino, California 91436, hereinafter referred to as "PURCHASER".

W I T N E S S E T H:

WHEREAS, DEVELOPER and Seminole County, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY" entered  into a Conditional Utility Agreement For Water Service dated June 23, 2006, hereinafter referred to as the "Agreement," for provision of said service by the COUNTY to the property of DEVELOPER as depicted in Exhibit "A," attached hereto and incorporated herein, hereinafter referred to as the "Property"; and

WHEREAS, pursuant to the Agreement, COUNTY allocated certain water services for the use of the Property; and

WHEREAS, on JUNE 15, 2007, DEVELOPER sold and conveyed the property to PURCHASER; and


WHEREAS, DEVELOPER desires to assign all rights and obligations in the Agreement to PURCHASER and PURCHASER desires to obtain and assume all rights and obligations of the DEVELOPER thereunder; and

WHEREAS, DEVELOPER has the right to assign and COUNTY has the right, in accordance with Paragraph 24 of the Agreement, to consent to said assignment, which consent shall not be unreasonably withheld; and

WHEREAS, the parties desire to amend the Agreement so as to enable the parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 27 of the Agreement provides that any amendments shall be valid only when expressed by a writing executed by the parties in a manner equal in dignity to the execution of the Agreement,

NOW, THEREFORE, in consideration of the promises and mutual covenants stated and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, DEVELOPER and PURCHASER agree as follows:

Section 1. Recitals.  The foregoing recitals are incorporated herein as covenants and agreements and are made a part hereof.

Section 2. Assignment. DEVELOPER hereby assigns and transfers to PURCHASER all rights and obligations of DEVELOPER as set forth in the Agreement including the gallons reserved per day for water services and water connection fees according to the schedule in effect at the time of payment.

Section 3. Assumption. PURCHASER hereby assumes all rights and obligations of DEVELOPER as set forth in the Agreement and agrees to perform such obligations as described in the Agreement.

Section 4. Monthly Service Charge. DEVELOPER represents and warrants that it has paid all monthly service charges due to COUNTY in

accordance with the Agreement through the date hereof. PURCHASER hereby agrees to pay the monthly service charges due to COUNTY pursuant to the Agreement subsequent to the date hereof.

Section 5. Capacity Not Required. In the event the entire reservation of gallons per day provided in the Agreement is not needed for development of the Property by PURCHASER, the excess reservation shall revert to COUNTY for reallocation in accordance with COUNTY procedures.

Section 6. Notice. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For DEVELOPER:

K. Hovnanian Cambridge Homes, L.L.C.
235 N. Westmonte Drive,
Altamonte Springs, Florida 23714

For PURCHASER:

Hearthstone Multi-Asset Entity C, L.P.
c/o Hearthstone, Inc.
16133 Ventura Boulevard, Suite 1400
Encino, California 91436

For COUNTY:

Director of Environmental Services Department
500 West Lake Mary Boulevard
Sanford, Florida 32773-7499

Section 7. Successors and Assigns. The provisions of this Assignment and Amendment shall inure to the benefit of and be binding upon PURCHASER and its successors and upon DEVELOPER and its successors.

Section 8. Entire Agreement.

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Assignment and Amendment that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

(b) It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 9. Headings. All sections and descriptive headings in this Assignment and Amendment are inserted for convenience only, and shall not affect the construction or interpretation hereof.

Section 10. Section 3 of the Agreement is amended to read:

SECTION 3. CAPACITY ALLOCATION. The parties agree that the capacity needed to provide service to the Property is 52,960 gallons per day for potable water supply, which is estimated to be 158 ERC.

Capacity allocation is subject to the Florida Department of Environmental Protection (Section 403.061(14), Florida Statutes (2006),

and Florida Administrative Code Rules 62-4.070 and 62-4.150) approval of applicable permits for the Property. Should the Florida Department of Environmental Protection (FDEP) refuse to issue applicable permit(s) solely because capacity is not available, the DEVELOPER may request COUNTY to rescind the allocation of capacity.

DEVELOPER agrees that the number of units of capacity (ERC's) reserved hereby shall not exceed the number of units of development pursuant to Exhibits "A" and "B", and that the gallonage calculation to determine number of ERC's is for the purpose of allocating a given number of units of capacity (ERC) for the Property and not for purposes of any other calculations.

Section 11. Exhibit "C" of the Agreement is deleted and Exhibit "H" attached hereto is substituted therefor.

IN WITNESS WHEREOF, the parties hereto have made and executed this instrument for the purpose herein expressed.

ATTEST:

K. HOVNANIAN CAMBRIDGE HOMES, L.L.C.

_____, Secretary
(CORPORATE SEAL)

By: _____, President
Date: 8/2/07

STATE OF FLORIDA)
COUNTY OF)

I HEREBY CERTIFY that, on this 2 day of August, 2007, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Scott South and _____, as President and Secretary, respectively, of K. Hovnanian Cambridge Homes, LLC, a Florida limited liability company, who are personally known to me or who have produced _____ as identification and did take an oath. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

(Notary Seal)

Sylvia Weber Fall
Notary Public in and for the County
and State Aforementioned

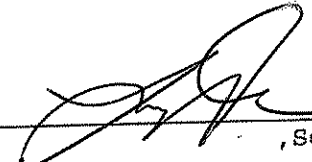
ATTEST:



HEARTHSTONE MULTI-ASSET ENTITY C, L.P.
A California Limited Partnership

By: HMP III GP, LLC
a California Limited Liability Company
Its General Partner

By: Hearthstone, Inc.
a California Corporation
Its Managing Member


_____, Secretary

By: 

Vice, President

Date: 7/26/07

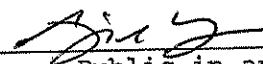
(CORPORATE SEAL)

CALIFORNIA
STATE OF ~~FLORIDA~~)
COUNTY OF ~~MARIN~~)

I HEREBY CERTIFY that, on this 26th day of JULY, 2007, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Sandra A. Lambert and Tracy Carver, as ^{Vice} President and Secretary, respectively, of Hearthstone, Inc., Managing Member of HMP III GP, LLC, General Partner of Hearthstone Multi-Asset Entity C, L.P., a California limited partnership, who are personally known to me ~~or who have produced~~ as identification and did take an oath. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

(Notary





Notary Public in and for the County
and State Aforementioned

[Balance of Page Left Intentionally Blank; Attestations Continued on Page 7]

CONSENT OF COUNTY

COUNTY hereby consents to the above Assignment and Amendment pursuant to Paragraph 24 of the Conditional Utility Agreement For Water Services dated June 23, 2006.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
CARLTON HENLEY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution by the Board
of County Commissioners at its _____,
200__, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

SED/lpk
6/19/07



P:\Users\lkennedy\My Documents\Environmental Services\K Hovnanian Cambridge Homes
assign & amend water.doc

Attachment:
Exhibit "H" - Water Connection Fees

Savannah Park

Exhibit A

DESCRIPTION:
(AS PROVIDED)

(A) THE WEST 660 FEET OF THE EAST 810 FEET OF THE NE 1/4 OF SE 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, EXCEPTING THEREFROM THE NORTH 25 FEET FOR RIGHT-OF-WAY FOR STATE ROAD NO. 46, CONTAINING 20 ACRES, MORE OR LESS.

(B) BEGINNING ON THE NORTH LINE OF THE SE 1/4 OF THE SE 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 30 EAST, AT A POINT 150 FEET WEST OF THE NORTHEAST CORNER OF THE SE 1/4 OF THE SE 1/4; THENCE RUN SOUTH AND PARALLEL TO THE EAST SECTION LINE OF SAID SECTION 30 TO THE WESTERLY BOUNDARY LINE OF THE SANFORD GRANT; THENCE RUN SOUTH 25 DEGREES WEST ALONG THE WESTERLY BOUNDARY LINE OF SAID SANFORD GRANT TO THE SOUTH BOUNDARY LINE OF SAID SECTION 30; THENCE RUN WEST AND ALONG THE SOUTH BOUNDARY LINE OF SAID SECTION 30, A DISTANCE OF 728.20 FEET; THENCE RUN NORTH 25 DEGREES EAST AND PARALLEL TO THE WESTERLY BOUNDARY LINE OF SAID SANFORD GRANT A DISTANCE OF 1158 FEET, MORE OR LESS, TO A POINT 810 FEET WEST OF THE EAST BOUNDARY LINE OF SAID SE 1/4 OF THE SE 1/4 OF SAID SECTION 30; THENCE RUN NORTH AND PARALLEL TO THE EAST BOUNDARY LINE OF SAID SE 1/4 OF THE SE 1/4 OF SAID SECTION 30 TO THE NORTH BOUNDARY LINE OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 30, THENCE RUN EAST AND ALONG THE NORTH BOUNDARY LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 30, TO THE POINT OF BEGINNING, EXCEPTING THE SOUTH 25 FEET FOR PUBLIC ROAD RIGHT-OF-WAY, CONTAINING 22 ACRES, MORE OR LESS.

LESS THE FOLLOWING:

PARCEL 112

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 30 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 RUN SOUTH 89°51'40" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 FOR 150.00 FEET; THENCE SOUTH 00°14'02" WEST, PARALLEL TO THE EAST LINE OF SAID SOUTHEAST 1/4 FOR 25.00 FEET TO THE EXISTING INTERSECTION OF THE WEST RIGHT-OF-WAY OF KATIE ROAD AND THE SOUTH RIGHT OF WAY LINE OF WAYSIDE ROAD AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°14'02" WEST FOR 1722.35 FEET ALONG SAID WEST RIGHT OF WAY LINE TO A POINT ON THE SANFORD GRANT LINE; THENCE SOUTH 25°17'40" WEST ALONG SAID SANFORD GRANT LINE FOR 212.48 FEET; THENCE NORTH 00°14'02" EAST FOR 1914.24 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF WAYSIDE ROAD; THENCE NORTH 89°51'40" EAST FOR 90.00 FEET TO THE POINT OF BEGINNING.

AND ALSO LESS THE FOLLOWING:

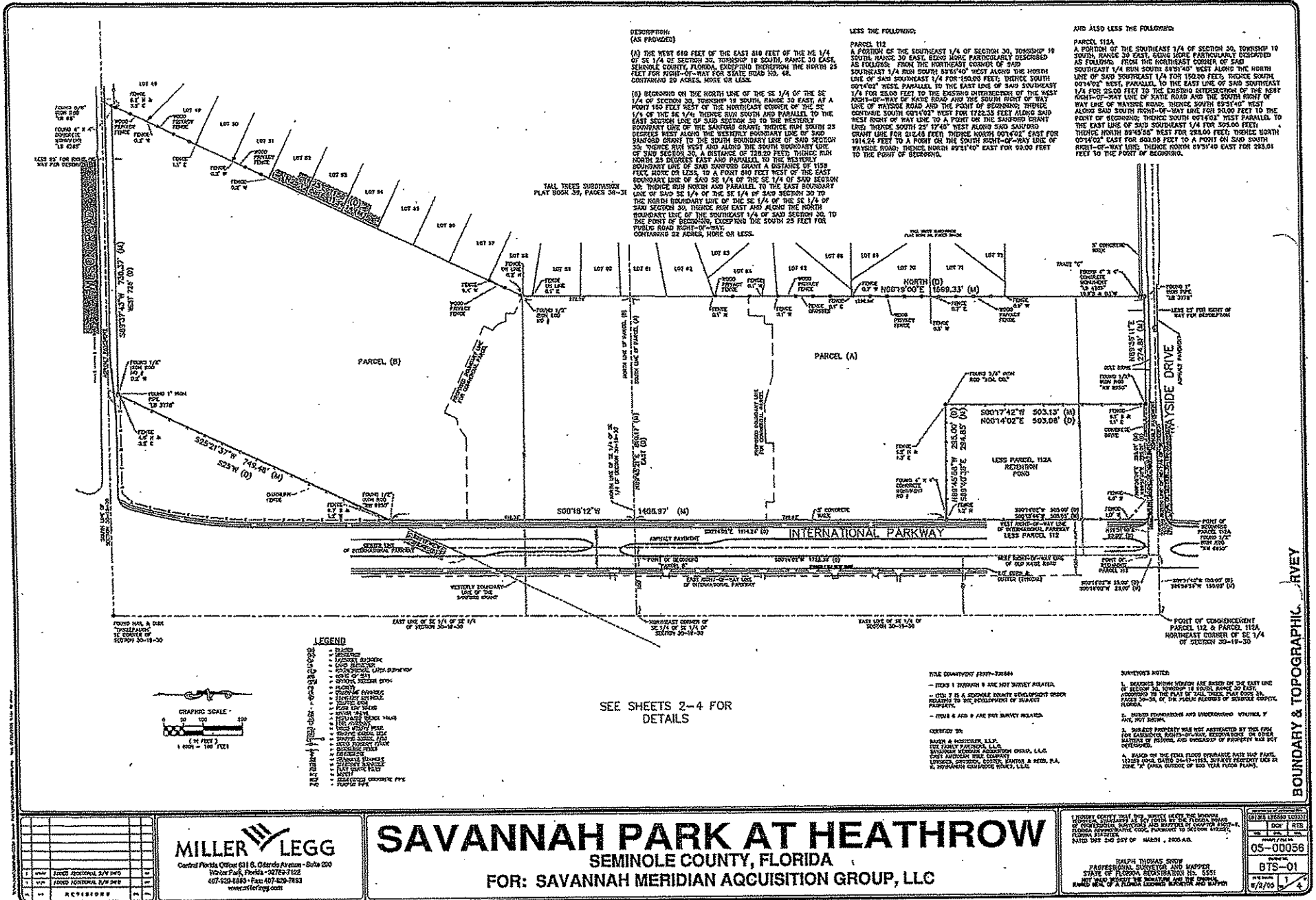
PARCEL 112A

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 30 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 RUN SOUTH 89°51'40" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 FOR 150.00 FEET; THENCE SOUTH 00°14'02" WEST, PARALLEL TO THE EAST LINE OF SAID SOUTHEAST 1/4 FOR 25.00 FEET TO THE EXISTING INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF KATIE ROAD AND THE SOUTH RIGHT OF WAY LINE OF WAYSIDE ROAD; THENCE SOUTH 89°51'40" WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR 90.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°14'02" WEST PARALLEL TO THE EAST LINE OF SAID SOUTHEAST 1/4 FOR 505.00 FEET; THENCE NORTH 89°45'58" WEST FOR 295.00 FEET; THENCE NORTH 00°14'02" EAST FOR 503.08 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE; THENCE NORTH 89°51'40" EAST FOR 295.01 FEET TO THE POINT OF BEGINNING.

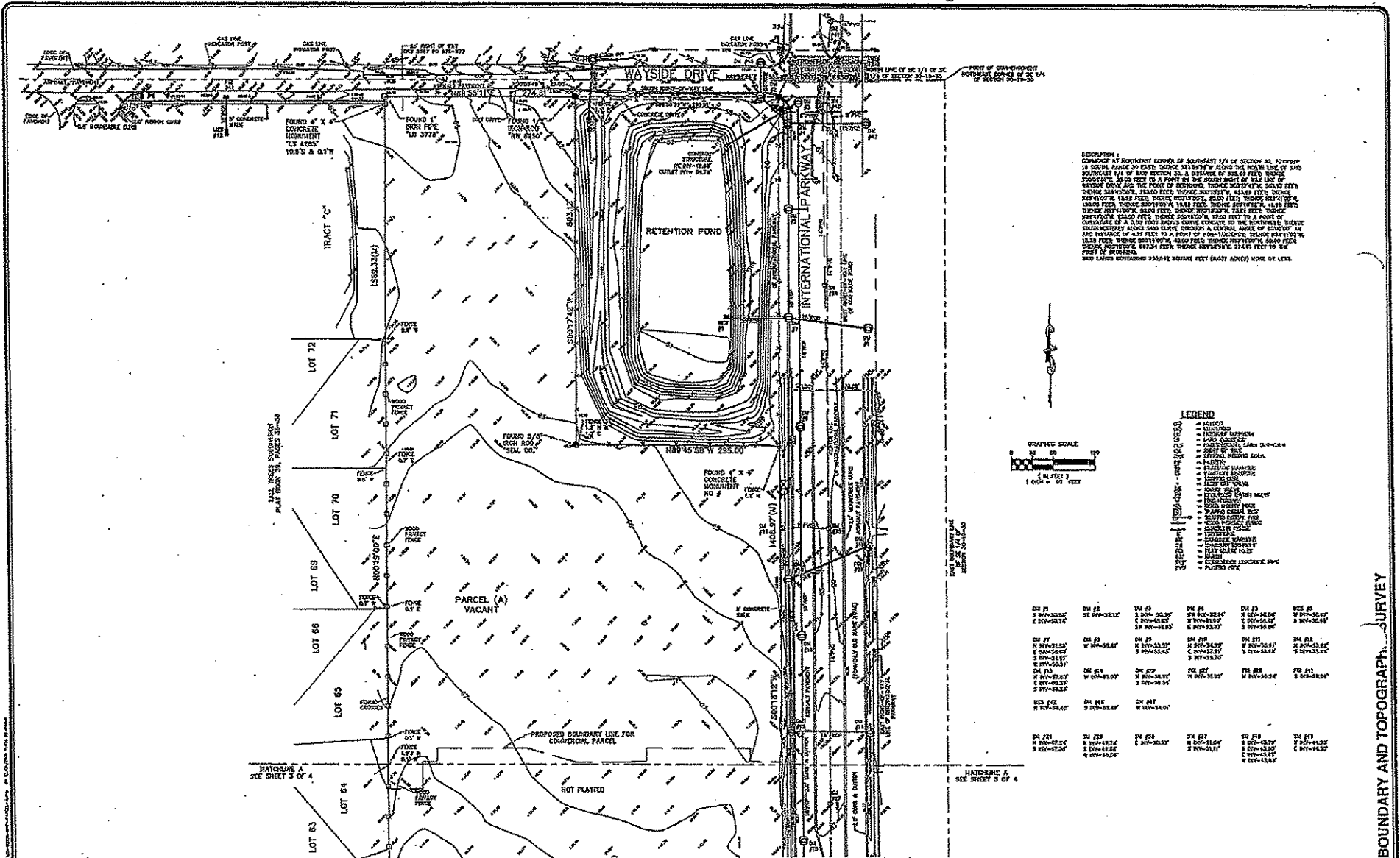
Savannah Park

Exhibit B

LEGIBILITY UNSATISFACTORY
FOR SCANNING

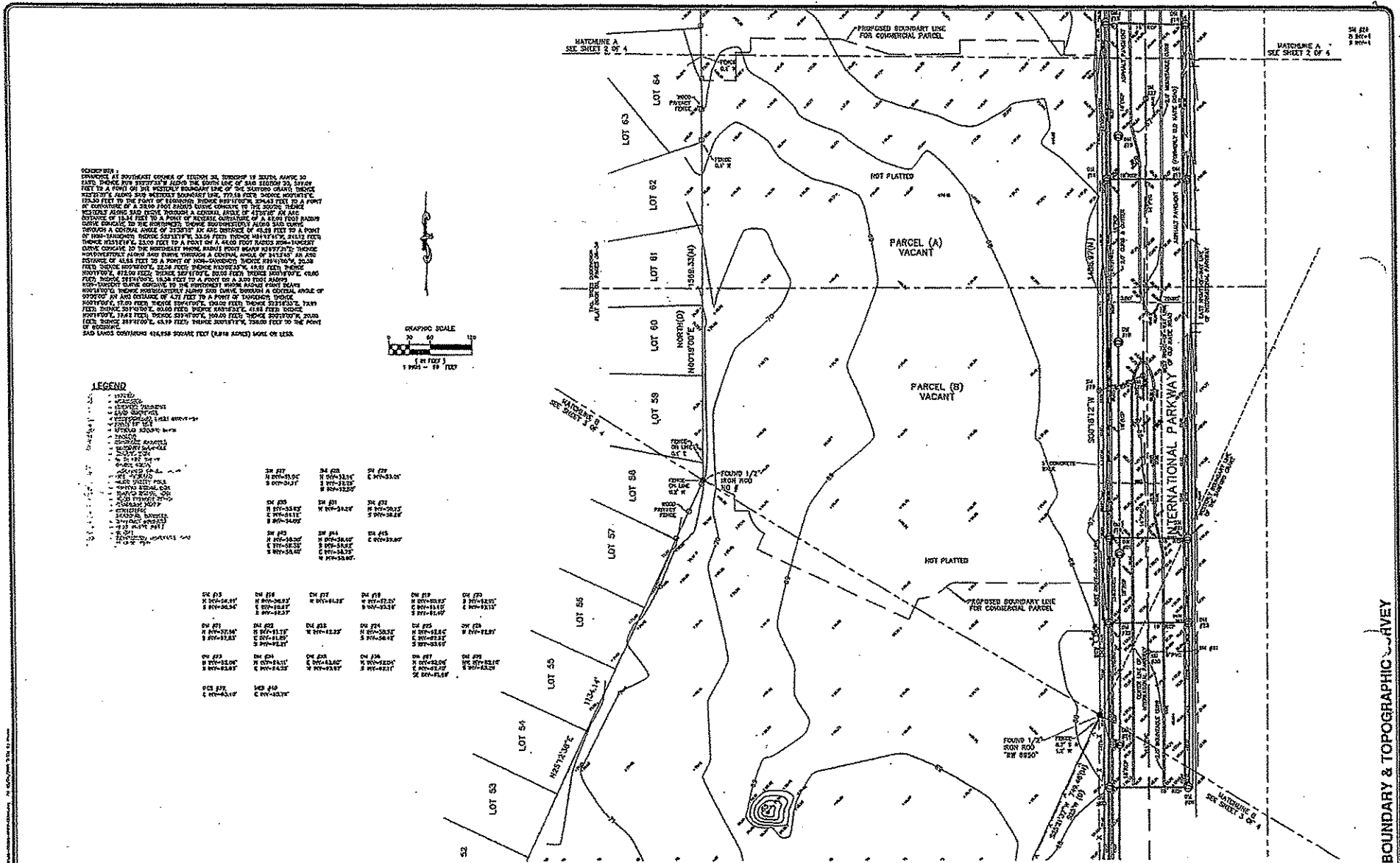


LEGIBILITY UNSATISFACTORY
FOR SCANNING



BOUNDARY AND TOPOGRAPHY SURVEY

LEGIBILITY UNSATISFACTORY
FOR SCANNING



BOUNDARY & TOPOGRAPHIC SURVEY

MILLER LEGG
Central Florida Office: 631 S. Orlando Avenue • Suite 200
Winter Park, Florida • 32789-7122
407-929-8860 • Fax: 407-929-7633
www.millerlegg.com

SAVANNAH PARK AT HEATHROW
SEMINOLE COUNTY, FLORIDA
FOR: SAVANNAH MERIDIAN ACQUISITION GROUP, LLC

DATE: 05-08-06
BY: [Signature]
CHECKED: [Signature]
BTS-03
6/2/06

EXHIBIT "H"

Water Connection Fees

Developer agrees to pay Seminole County the following connection fees to induce the County to reserve the following plant capacities for Developer's proposed connections within the "Property". Developer understands that the plant capacities are only reserved upon payment of Charges by Developer to Seminole County. The fees set forth below are the connection fees in effect as of the date of this Developer Agreement and are subject to changes in accordance with the terms thereof.

Payment Schedule


Customer Category	Number of Units	ERC Factor	Total ERCs	Total Gallons	Charge Per Gallon	Total Charges
Multi Family	156	335	156	52,260	\$2.83	\$ 147,895.80
(2) Clubhouses	2	350	2	<u>700</u>	\$2.83	<u>\$ 1,981.00</u>
				52,960		\$ 149,876.80

FEES HAVE NOT BEEN SATISFIED

ASSIGNMENT AND AMENDMENT OF
CONDITIONAL UTILITY AGREEMENT FOR SEWER SERVICES

THIS ASSIGNMENT AND AMENDMENT is made and entered into this _____ day of _____, 2007, by and between K. HOVNANIAN CAMBRIDGE HOMES, L.L.C., a Florida limited liability company, whose mailing address is 235 N. Westmonte Drive, Altamonte Springs, Florida 23714, hereinafter referred to as "DEVELOPER," and HEARTHSTONE MULTI-ASSET ENTITY C, L.P., a California limited partnership, whose mailing address is c/o Hearthstone, Inc., 16133 Ventura Boulevard, Suite 1400, Encino, California 91436, hereinafter referred to as "PURCHASER".

W I T N E S S E T H:

WHEREAS, DEVELOPER and Seminole County, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY," entered  a Conditional Utility Agreement For Sewer Service dated June 23, 2006, hereinafter referred to as the "Agreement," for provision of said service by the COUNTY to the property of DEVELOPER as depicted in Exhibit "A," attached hereto and incorporated herein, hereinafter referred to as the "Property"; and

WHEREAS, pursuant to the Agreement, COUNTY allocated certain sewer services for the use of the Property; and

WHEREAS, on JUNE 15, 2007, DEVELOPER sold and conveyed the property to PURCHASER; and

WHEREAS, DEVELOPER desires to assign all rights and obligations in the Agreement to PURCHASER and PURCHASER desires to obtain and assume all rights and obligations of the DEVELOPER thereunder; and

WHEREAS, DEVELOPER has the right to assign and COUNTY has the right, in accordance with Paragraph 27 of the Agreement, to consent to said assignment, which consent shall not be unreasonably withheld; and

WHEREAS, the parties desire to amend the Agreement so as to enable the parties to continue to enjoy the mutual benefits it provides; and

WHEREAS, Section 31 of the Agreement provides that any amendments shall be valid only when expressed by a writing executed by the parties in a manner equal in dignity to the execution of the Agreement,

NOW, THEREFORE, in consideration of the promises and mutual covenants stated and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, DEVELOPER and PURCHASER agree as follows:



Section 1. Recitals. The foregoing recitals are incorporated herein as covenants and agreements and are made a part hereof.


Section 2. Assignment. DEVELOPER hereby assigns and transfers to PURCHASER all rights and obligations of DEVELOPER as set forth in the Agreement including the gallons reserved per day for sewer services and sewer connection fees according to the schedule in effect at the time of payment.

Section 3. Assumption. PURCHASER hereby assumes all rights and obligations of DEVELOPER as set forth in the Agreement and agrees to perform such obligations as described in the Agreement.

Section 4. Monthly Service Charge. DEVELOPER represents and warrants that it has paid all monthly service charges due to COUNTY in accordance with the Agreement through the date hereof. PURCHASER

hereby agrees to pay the monthly service charges due to COUNTY pursuant to the Agreement subsequent to the date hereof.

Section 5. Capacity Not Required. In the event the entire reservation of gallons per day provided in the Agreement is not needed for development of the Property by PURCHASER, the excess reservation shall revert to COUNTY for reallocation in accordance with COUNTY procedures.

Section 6. Notice. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties  designate the following as the respective places for giving of notice, to wit:

For DEVELOPER:

K. Hovnanian Cambridge Homes, L.L.C.
235 N. Westmonte Drive,
Altamonte Springs, Florida 23714

For PURCHASER:

Hearthstone Multi-Asset Entity C, L.P.
c/o Hearthstone, Inc.
16133 Ventura Boulevard, Suite 1400
Encino, California 91436

For COUNTY:

Director of Environmental Services Department
500 West Lake Mary Boulevard
Sanford, Florida 32773-7499

Section 7. Successors and Assigns. The provisions of this Assignment and Amendment shall inure to the benefit of and be binding

upon PURCHASER and its successors and upon DEVELOPER and its successors.

Section 8. Entire Agreement.

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Assignment and Amendment that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

(b) It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 9. Headings. All sections and descriptive headings in this Assignment and Amendment are inserted for convenience only, and shall not affect the construction or interpretation hereof.

Section 10. Section 3 of the Agreement is amended to read:

SECTION 3. CAPACITY ALLOCATION. The parties agree that the capacity needed to provide service to the Property is 47,400 gallons per day for sewage collection, which is estimated to be 158 ERC.

Capacity allocation is subject to the Florida Department of Environmental Protection (Section 403.061(14), Florida Statutes (2006), and Florida Administrative Code Chapter 62-600) approval of applicable permits for the Property. Should the Florida Department of Environmental Protection (FDEP) refuse to issue applicable permit(s) solely

because capacity is not available, the DEVELOPER may request COUNTY to rescind the allocation of capacity.

DEVELOPER agrees that the number of units of capacity (ERC's) reserved hereby shall not exceed the number of units of development pursuant to Exhibits "A" and "B", and that the gallonage calculation to determine number of ERCs is for the purpose of allocating a given number of units of capacity (ERC) for the Property and not for purposes of any other calculations.

Section 11. Exhibit "C" of the Agreement is deleted and Exhibit "H" attached hereto is substituted therefor.

IN WITNESS WHEREOF, the parties hereto have made and executed this instrument for the purpose herein expressed.

ATTEST:

K. HOVNANIAN CAMBRIDGE HOMES, L.L.C.



_____, Secretary
(CORPORATE SEAL)

_____, President

Date: 8/2/07

STATE OF FLORIDA)
COUNTY OF)

I HEREBY CERTIFY that, on this 2 day of August, 2007, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Scott South and _____, as President and Secretary, respectively, of K. Hovnanian Cambridge Homes, LLC, a Florida limited liability company, who are personally known to me or who have produced _____ as identification and did take an oath. They acknowledged before me that they executed the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

(Notary Seal)

Sylvia Weber Fall
Notary Public in and for the County
and State Aforementioned

SYLVIA WEBER FALL
Notary Public, State of Florida
My comm. exp. Nov. 17, 2007
Comm. No. DD 268203

ATTEST:



HEARTHSTONE MULTI-ASSET ENTITY C, L.P.
A California Limited Partnership

By: ~~HHP III~~ GP, LLC
a California Limited Liability Company
Its General Partner

By: Hearthstone, Inc.
a California Corporation
Its Managing Member

By: Sandra A. Lambert
Vice President

[Signature]
Secretary

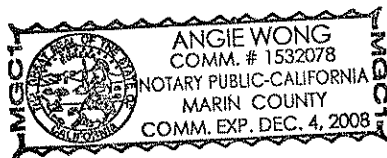
(CORPORATE SEAL)

Date: 7/26/07

STATE OF CALIFORNIA
~~FLORIDA~~
COUNTY OF MARIN

I HEREBY CERTIFY that, on this 26th day of JULY, 2007, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Sandra A. Lambert and Tracy Carver, as ^{vice} President and Secretary, respectively, of Hearthstone, Inc., Managing Member of ~~HHP III~~ GP, LLC, General Partner of Hearthstone Multi-Asset Entity C, L.P., a California limited partnership, who are personally known to me ~~or who have produced~~ as identification and did take an oath. They acknowledged before me that they ~~executed~~ the foregoing instrument as such officers in the name and on behalf of the corporation, and that they also affixed thereto the official seal of the corporation.

(Notary Seal)



[Signature]
Notary Public in and for the County
and State Aforementioned

[Balance of Page Left Intentionally Blank; Attestations Continued on Page 7]

CONSENT OF COUNTY

COUNTY hereby consents to the above Assignment and Amendment pursuant to Paragraph 27 of the Conditional Utility Agreement For Sewer Services dated June 23, 2006.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

ATTEST:

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

By: _____
CARLTON HENLEY, Chairman

Date: _____

As authorized for execution by the Board
of County Commissioners at its _____,
200__, regular meeting.

County Attorney



SED/lpk

6/15/07.

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assign & amend.doc

Attachment:

Exhibit "H" - Sewer Connection Fees

Savannah Park

Exhibit A

DESCRIPTION: (AS PROVIDED)

(A) THE WEST 660 FEET OF THE EAST 810 FEET OF THE NE 1/4 OF SE 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY, FLORIDA, EXCEPTING THEREFROM THE NORTH 25 FEET FOR RIGHT-OF-WAY FOR STATE ROAD NO. 46. CONTAINING 20 ACRES, MORE OR LESS.

(B) BEGINNING ON THE NORTH LINE OF THE SE 1/4 OF THE SE 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 30 EAST, AT A POINT 150 FEET WEST OF THE NORTHEAST CORNER OF THE SE 1/4 OF THE SE 1/4; THENCE RUN SOUTH AND PARALLEL TO THE EAST SECTION LINE OF SAID SECTION 30 TO THE WESTERLY BOUNDARY LINE OF THE SANFORD GRANT; THENCE RUN SOUTH 25 DEGREES WEST ALONG THE WESTERLY BOUNDARY LINE OF SAID SANFORD GRANT TO THE SOUTH BOUNDARY LINE OF SAID SECTION 30; THENCE RUN WEST AND ALONG THE SOUTH BOUNDARY LINE OF SAID SECTION 30, A DISTANCE OF 728.20 FEET; THENCE RUN NORTH 25 DEGREES EAST AND PARALLEL TO THE WESTERLY BOUNDARY LINE OF SAID SANFORD GRANT A DISTANCE OF 1158 FEET, MORE OR LESS, TO A POINT 810 FEET WEST OF THE EAST BOUNDARY LINE OF SAID SE 1/4 OF THE SE 1/4 OF SAID SECTION 30; THENCE RUN NORTH AND PARALLEL TO THE EAST BOUNDARY LINE OF SAID SE 1/4 OF THE SE 1/4 OF SAID SECTION 30 TO THE NORTH BOUNDARY LINE OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 30, THENCE RUN EAST AND ALONG THE NORTH BOUNDARY LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 30, TO THE POINT OF BEGINNING, EXCEPTING THE SOUTH 25 FEET FOR PUBLIC ROAD RIGHT-OF-WAY. CONTAINING 22 ACRES, MORE OR LESS.

LESS THE FOLLOWING:

PARCEL 112

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 30 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 RUN SOUTH 89°51'40" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 FOR 150.00 FEET; THENCE SOUTH 00°14'02" WEST, PARALLEL TO THE EAST LINE OF SAID SOUTHEAST 1/4 FOR 25.00 FEET TO THE EXISTING INTERSECTION OF THE WEST RIGHT-OF-WAY OF KATIE ROAD AND THE SOUTH RIGHT OF WAY LINE OF WAYSIDE ROAD AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 00°14'02" WEST FOR 1722.35 FEET ALONG SAID WEST RIGHT OF WAY LINE TO A POINT ON THE SANFORD GRANT LINE; THENCE SOUTH 25°17'40" WEST ALONG SAID SANFORD GRANT LINE FOR 212.48 FEET; THENCE NORTH 00°14'02" EAST FOR 1914.24 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF WAYSIDE ROAD; THENCE NORTH 89°51'40" EAST FOR 90.00 FEET TO THE POINT OF BEGINNING.

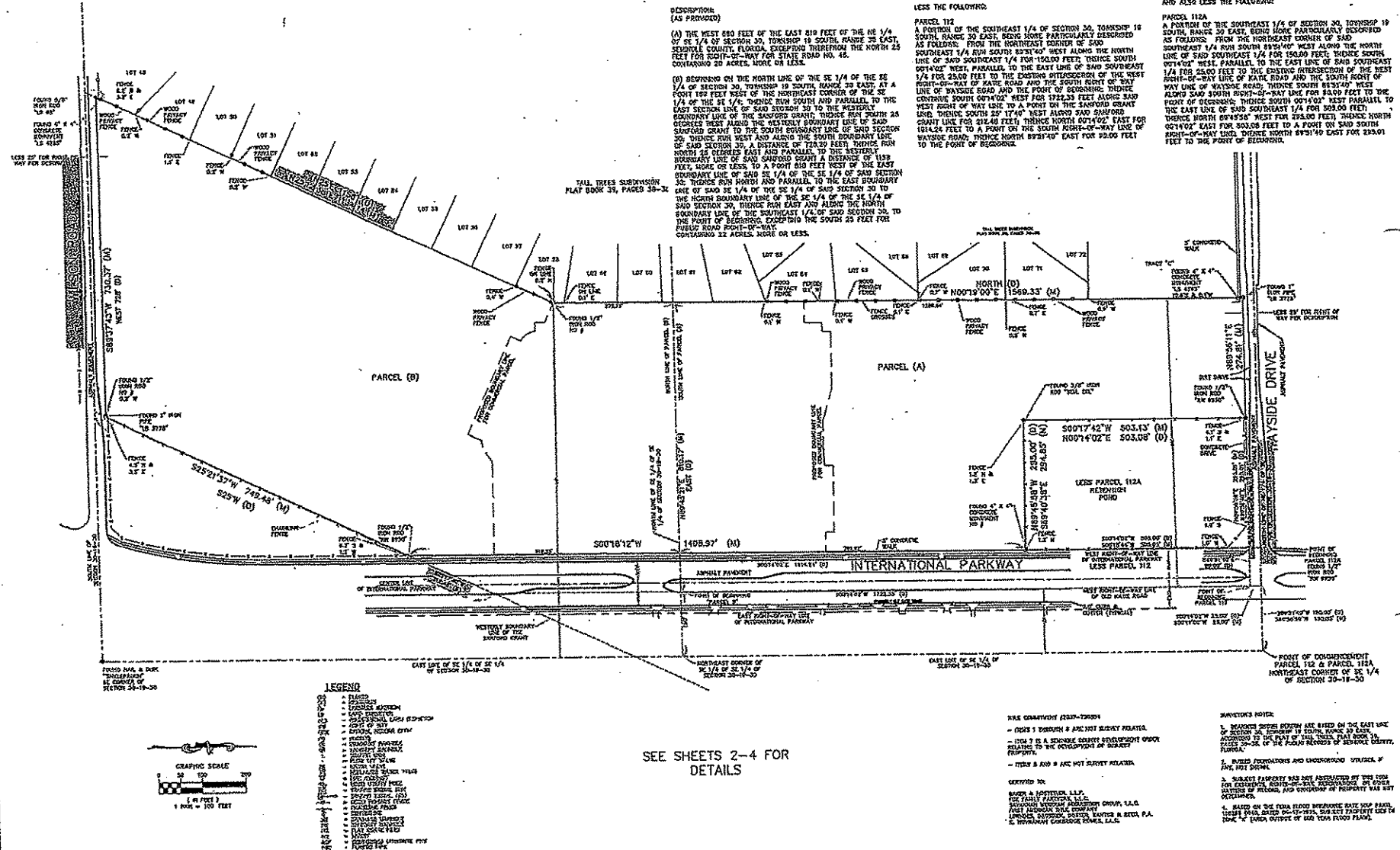
AND ALSO LESS THE FOLLOWING:

PARCEL 112A

A PORTION OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 30 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4 RUN SOUTH 89°51'40" WEST ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4 FOR 150.00 FEET; THENCE SOUTH 00°14'02" WEST, PARALLEL TO THE EAST LINE OF SAID SOUTHEAST 1/4 FOR 25.00 FEET TO THE EXISTING INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF KATIE ROAD AND THE SOUTH RIGHT OF WAY LINE OF WAYSIDE ROAD; THENCE SOUTH 89°51'40" WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR 90.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°14'02" WEST PARALLEL TO THE EAST LINE OF SAID SOUTHEAST 1/4 FOR 505.00 FEET; THENCE NORTH 89°45'58" WEST FOR 295.00 FEET; THENCE NORTH 00°14'02" EAST FOR 503.08 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE; THENCE NORTH 89°51'40" EAST FOR 295.01 FEET TO THE POINT OF BEGINNING.

LEGIBILITY UNSATISFACTORY
FOR SCANNING

Exhibit B



SEE SHEETS 2-4 FOR
DETAILS

MILLER LEGG

Central Florida Office: 531 S. Orlando Avenue • Suite 200
Winter Park, Florida • 32789-7122
(407) 529-3839 • Fax: (407) 529-7633
www.millercooks.com

SAVANNAH PARK AT HEATHROW

FOR: SAVANNAH MERIDIAN ACQUISITION GROUP, LLC

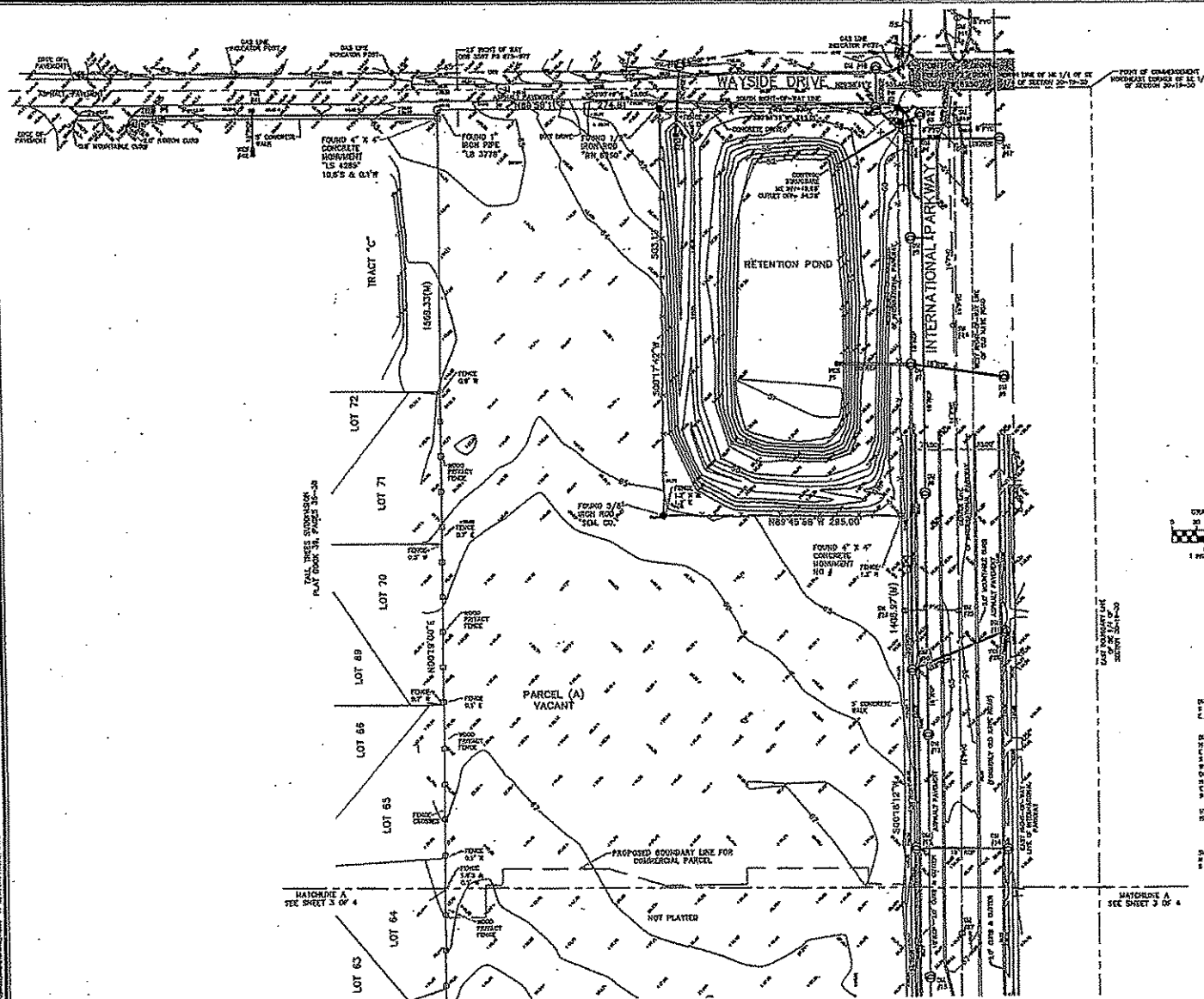
I HEREBY CERTIFY THAT THE SUBJECT LISTED IN THE ABOVE
TELEGRAPHIC MESSAGE WAS SEEN BY ME AT THE FLORIDA HOUSE
OF REPRESENTATIVES, SUITE 101 AND 102, 1000 N. GULF
FLORIDA ADMINISTRATIVE CENTER, MOBILE 36601, 3/17/77,
FLORIDA SENATE.
DATED THIS 20 DAY OF MARCH, 1977 A.D.

RALPH THOMAS SNOW
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA, REGISTRATION NO. 3581
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL
ROUNDED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

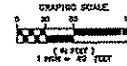
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LEGIBILITY UNSATISFACTORY
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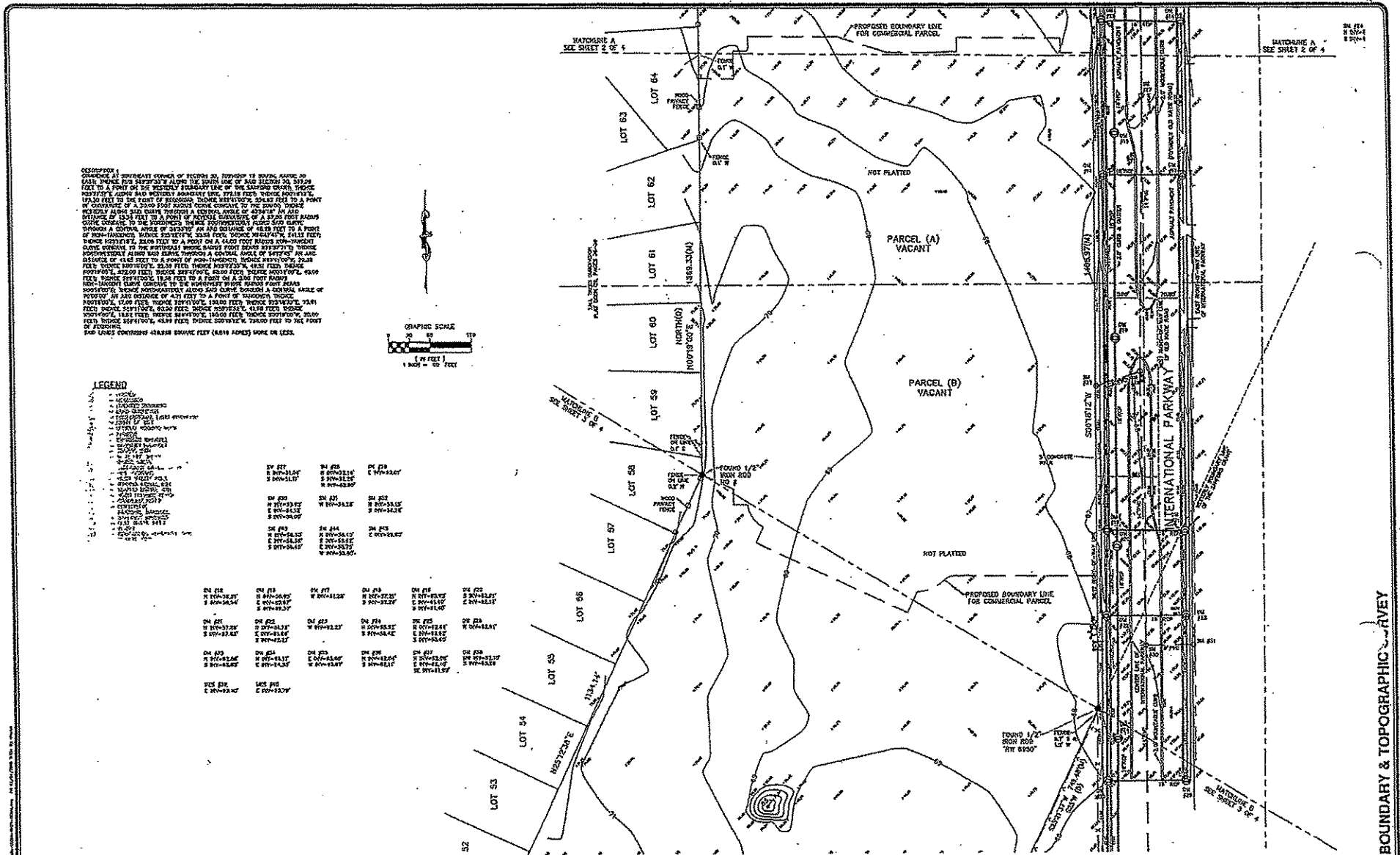
DESCRIPTION:
CONSIDER AT NORTHEAST CORNER OF EIGHTH 1/4 OF SECTION 36, TOWNSHIP 18 NORTH, RANGE 36 EAST, BEING 3600'00\"/>



LEGEND

- 1. BOUNDARY
- 2. EASEMENT
- 3. RIGHT-OF-WAY
- 4. FLOOD ZONE
- 5. UTILITY
- 6. EXISTING ROAD
- 7. PROPOSED ROAD
- 8. EXISTING DRAINAGE
- 9. PROPOSED DRAINAGE
- 10. EXISTING LOT
- 11. PROPOSED LOT
- 12. EXISTING BUILDING
- 13. PROPOSED BUILDING
- 14. EXISTING FENCE
- 15. PROPOSED FENCE
- 16. EXISTING TREE
- 17. PROPOSED TREE
- 18. EXISTING POWER LINE
- 19. PROPOSED POWER LINE
- 20. EXISTING WATER LINE
- 21. PROPOSED WATER LINE
- 22. EXISTING GAS LINE
- 23. PROPOSED GAS LINE
- 24. EXISTING SEWER LINE
- 25. PROPOSED SEWER LINE
- 26. EXISTING RAILROAD
- 27. PROPOSED RAILROAD
- 28. EXISTING AIRPORT
- 29. PROPOSED AIRPORT
- 30. EXISTING MARINA
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- 600. EXISTING JUNGLE
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- 616. EXISTING POND
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- 633. PROPOSED SAVANNAH
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- 751.

LEGIBILITY UNSATISFACTORY
FOR SCANNING

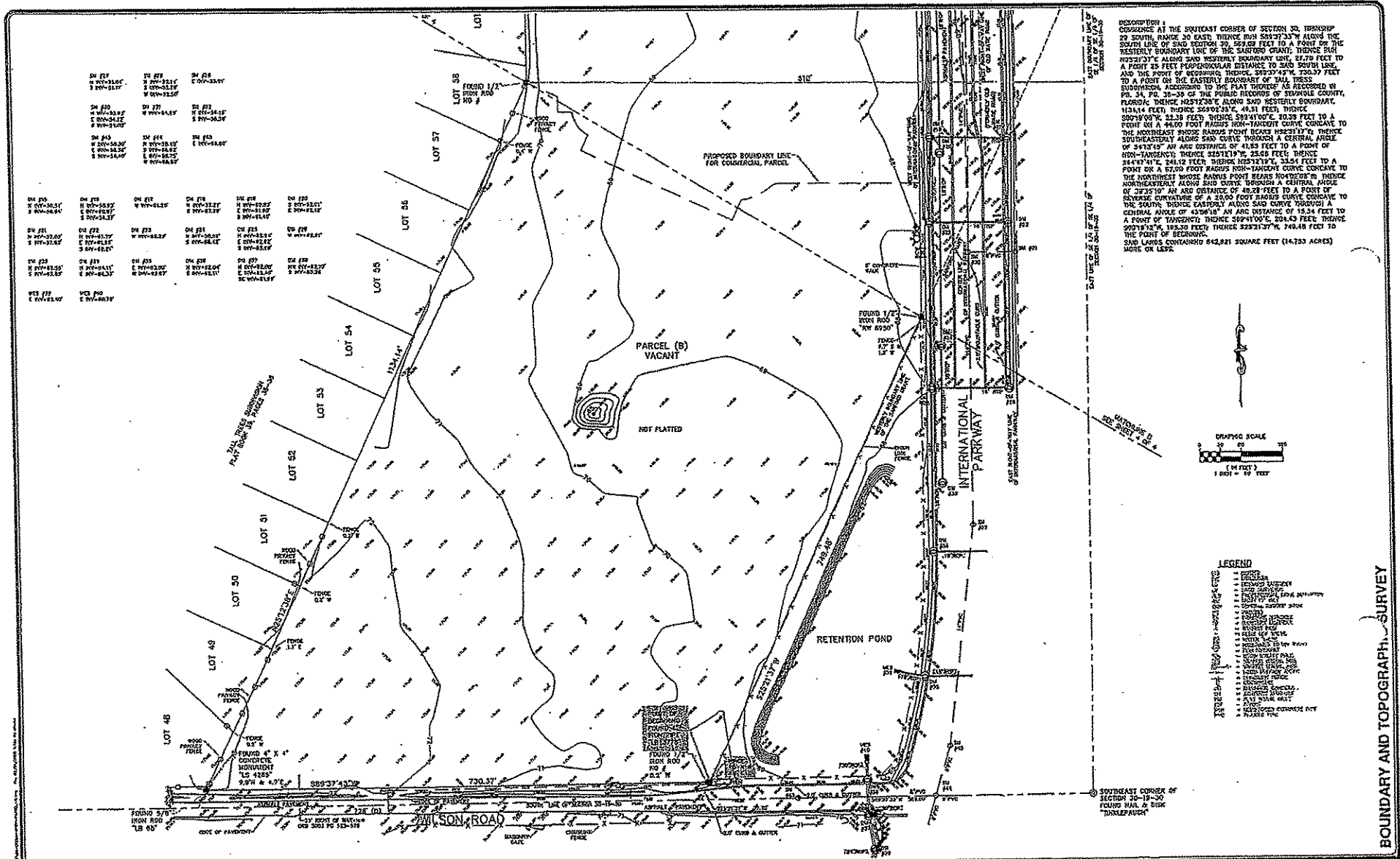


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www.millerlegg.com

SAVANNAH PARK AT HEATHROW
SEMINOLE COUNTY, FLORIDA
FOR: SAVANNAH MERIDIAN ACQUISITION GROUP, LLC

OFFICE LEGAL (L&S)
DATE: 05-00056
BY: B75-03
6/2/05

LEGIBILITY UNSATISFACTORY
FOR SCANNING



BOUNDARY AND TOPOGRAPHY SURVEY

[illegible]

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Winter Park, Florida • 32789-7122
407-822-4469 • Fax: 407-822-7283
www.millerlegg.com

SAVANNAH PARK AT HEATHROW
SEMINOLE COUNTY, FLORIDA
FOR: SAVANNAH MERIDIAN ACQUISITION GROUP, LLC

PROPERTY OF THE U.S. GOVERNMENT					
CLASSIFIED			CONTROL		
GROUP		DATE		BY	
PROPERTY # 05-00056					
BTS-04					
DATE RECEIVED		4		4	
9/2/03					

EXHIBIT "H"

Sewer Connection Fees

Developer agrees to pay Seminole County the following connection fees to induce the County to reserve the following plant capacities for Developer's proposed connections within the "Property". Developer understands that the plant capacities are only reserved upon payment of Charges by Developer to Seminole County. The fees set forth below are the connection fees in effect as of the date of this Developer Agreement and are subject to changes in accordance with the terms thereof.

Payment Schedule

Customer Category	Number of Units	ERC Factor	Total ERCs	Total Gallons	Charge Per Gallon	Total Charges
Multi Family	156	300	156	46,800	\$7.00	\$ 327,600.00
(2) Clubhouses	2	300	2	600	\$7.00	\$ 4,200.00
				47,400		\$ 331,800.00

FEES HAVE NOT BEEN SATISFIED



**COUNTY ATTORNEY'S OFFICE
MEMORANDUM**

To: Becky Noggle, OSP Coordinator
Environmental Services Department

From: Susan E. Dietrich, Assistant County Attorney
Ext. 5736

Date: August 16, 2007

Subject: Assignment and Amendment of Conditional Utility Agreements
for Water and Sewer Services for Savannah Park

In response to your recent request, I reviewed the Assignment and Amendment of Conditional Utility Agreements for Water and Sewer Services you transmitted for the above referenced developer's project. The Assignments are acceptable as submitted; however, I did not review the documents for accuracy of capacity allocation or other technical matters.

I am returning the original Assignments for further processing by authorized County personnel and submittal to the Board of County Commissioners at their next regularly scheduled meeting.

Please call if you have any questions.

SED/sb

Attachments:

Assignment and Amendment of Conditional Utility Agreement for Water Services
Assignment and Amendment of Conditional Utility Agreement for Sewer Services